



Interoffice Memorandum

AGENDA ITEM

July 11, 2022

TO: Mayor Jerry L. Demings
–AND–
County Commissioners

FROM: Jon V. Weiss, P.E., Chairman
Roadway Agreement Committee

SUBJECT: August 9, 2022 – Consent Item
Proportionate Share Agreement for "Airport South PD Parcel 3 aka
Lake Nona Logistics Center" Boggy Creek Road & Wetherbee Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for "Airport South PD Parcel 3 aka Lake Nona Logistics Center" Boggy Creek Road & Wetherbee Road ("Agreement") by and between Crockett Development Property, LLC and Orange County for a proportionate share payment in the amount of \$159,092. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate capacity deficiencies by entering into a proportionate share agreement and contributing a proportionate share payment. The proportionate share payment is due within 90 days of the effective date of this Agreement.

The Agreement follows the recommendation of the Roadway Agreement Committee providing for the mitigation of road impacts for three deficient trips on the road segments of Boggy Creek Road from Tradeport Drive to Wetherbee Road in the amount of \$17,408 per trip and two deficient trips on the road segments of Wetherbee Road from Landstar Boulevard to Boggy Creek Road in the amount of \$53,434 per trip.

The Roadway Agreement Committee recommended approval on July 6, 2022. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for "Airport South PD Parcel 3 aka Lake Nona Logistics Center" Boggy Creek Road & Wetherbee Road by and between Crockett Development Property, LLC and Orange County for a proportionate share payment in the amount of \$159,092. District 4

JVW/NC/fb
Attachment

BCC Mtg. Date: August 9, 2022

This instrument prepared by:

Mr. Mohammed Abdallah, PE
Traffic & Mobility Consultants LLC
3101 Maguire Boulevard, Suite 265
Orlando, Florida 32803

and after recording return to:

Ms. Julie Salvo, AICP
Tavistock Development Company, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827

Parcel ID Number:
21-24-30-3127-00-030

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**PROPORTIONATE SHARE AGREEMENT FOR
“AIRPORT SOUTH PD PARCEL 3 AKA LAKE NONA LOGISTICS CENTER”**

BOGGY CREEK ROAD & WETHERBEE ROAD

This Proportionate Share Agreement (the “**Agreement**”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and between CROCKETT DEVELOPMENT PROPERTY, LLC, a Florida limited liability company (“**Owner**”), with its principal place of business at 9350 Conroy Windermere Road, Windermere, Florida 34786 and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), with a mailing address of P.O. Box 1393, Orlando, Florida 32802-1393. Owner and County may sometimes be referred to herein individually as “**Party**” and collectively as “**Parties**”.

WHEREAS, Owner holds fee simple title to certain real property, as generally depicted on Exhibit “A” and more particularly described on Exhibit “B”, both of which exhibits are attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is located in County Commission District 4, and the proceeds of the PS Payment, as defined herein, will be allocated to Boggy Creek Road and Wetherbee Road; and

WHEREAS, Owner intends to develop the Property as 67,500 square feet of warehouse, referred to and known as “AIRPORT SOUTH PD PARCEL 3 AKA LAKE NONA LOGISTICS CENTER” (the “**Project**”); and

WHEREAS, Owner received a letter from County dated April 8, 2022, stating that Owner's Capacity Encumbrance Letter ("CEL") application #CEL-22-02-021 for the Project was denied; and

WHEREAS, the Project will generate three (3) deficient PM Peak Hour trips (the "**Excess Trips 1**") for the deficient roadway segment on Boggy Creek Road from Tradeport Drive to Wetherbee Road (the "**Deficient Segment 1**"), and zero (0) PM Peak Hour trips were available on Deficient Segment 1 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Project will generate two (2) deficient PM Peak Hour trips (the "**Excess Trips 2**") for the deficient roadway segment on Wetherbee Road from Landstar Boulevard to Boggy Creek Road (the "**Deficient Segment 2**"), and zero (0) PM Peak Hour trips were available on Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS the Excess Trips 1 and Excess Trips 2 shall be referred to herein collectively as the "**Excess Trips**"; and

WHEREAS, the Deficient Segment 1 and Deficient Segment 2 shall be referred to herein collectively as the "**Deficient Segments**"; and

WHEREAS, the Excess Trips will cause the Deficient Segments to operate below adopted Level of Service standards; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is one hundred fifty-nine thousand ninety-two and 00/100 Dollars (\$159,092.00) (the "**PS Payment**"); and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the Parties stipulate and agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. PS Payment; CEL.

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segments, as described in Exhibit "C", totals one hundred fifty-nine thousand ninety-two and 00/100 Dollars (\$159,092.00). This PS Payment was calculated in accordance with the

methodology outlined in Section 163.3180, Florida Statutes, as may be amended. Owner and County agree that the Excess Trips will constitute the Project's impact on the aforementioned Deficient Segments based upon (i) Owner's Traffic Study titled "LAKE NONA LOGISTICS CENTER", prepared by TRAFFIC & MOBILITY CONSULTANTS LLC, dated November, 2021 for CROCKETT DEVELOPMENT PROPERTY, LLC (the "**Traffic Study**"), which is incorporated herein by this reference, and (ii) upon the calculations described in Exhibit "C". The Traffic Study was accepted by the Orange County Transportation Planning Division on March 28, 2022, and is on file and available for inspection with that division (CMS #2022021). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within County's jurisdiction, notwithstanding any subsequent variance in the actual cost of any improvement(s) to the Deficient Segments or actual traffic impacts created by the Project; provided, however, that if Owner subsequently modifies the Project's development program and/or increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the PS Payment constitute material inducements for the Parties to enter into this Agreement.

(b) *Timing of PS Payment, Issuance of CEL.* No later than ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of one hundred fifty-nine thousand ninety-two and 00/100 Dollars (\$159,092.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Planning, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, if the Property's future land use designation and zoning are consistent with the Project's proposed development, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. Within the time frame provided in the CEL, Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial capacity reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within ninety (90) days after the Effective Date, one extension of ninety (90) days may be granted by the manager of County's Transportation Planning Division. In the event Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, this Agreement shall become null and void.

(c) *Project Development.* Recordation of a subdivision plat or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.

(d) *Increase in Project Trips.* Any change or modification to the Project that increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segments or other segments within the transportation impact area, as defined by County.

Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.

(e) *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that upon Owner's payment of the PS Payment as required herein, and absent any change or modification to the Project, as set forth in Subparagraph 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether any improvements to the Deficient Segments are actually constructed; provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Additionally, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, rules, regulations, and/or Orange County Code provisions or from making the required payment of transportation and other impact fees applicable to the Project, subject to any credits as set forth in Section 3 below.

Section 3. Transportation Impact Fee Credits. County and Owner agree that Owner shall be entitled to receive transportation impact fee credits on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, as may be amended, and as specifically described in Exhibit "C". County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees. Furthermore, for avoidance of doubt, nothing herein is intended to, nor shall constitute, prepayment of any densities and/or intensities of development or of any development program.

Section 4. No Refund. The PS Payment (including any capacity reservation fees paid with the PS Payment) is non-refundable.

Section 5. Notice. With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice

in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner: Crockett Development Property, LLC
Thomas C. Collin, Vice President
9350 Conroy Windermere Road
Windermere, Florida 34786

With copy to: Tavistock Development Company, LLC
Julie Salvo, AICP
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827

As to County: Orange County Administrator
P. O. Box 1393
Orlando, Florida 32802-1393

With copy to: Orange County
Planning, Environmental, and Development Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Orange County
Planning, Environmental, and Development Services Department
Manager, Transportation Planning Division
4200 South John Young Parkway, 2nd Floor
Orlando, Florida 32839

Orange County
Planning, Environmental, and Development Services Department
Manager, Planning Division
201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Section 6. Covenants Running with the Property. This Agreement shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

Section 7. Recordation of Agreement. The parties hereto agree that Owner shall record this Agreement in the Public Records of Orange County, Florida, at no expense to County, no later than thirty (30) days after the Effective Date.

Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.

Section 9. Specific Performance. County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 10. Attorney Fees. In the event either Party brings an action or proceeding, including any counterclaim, cross-claim, or third-party claim, against the other party arising out of this Agreement, each Party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

Section 11. Construction of Agreement; Severability. Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Section 12. Amendments. No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing and formally executed by all of the parties.

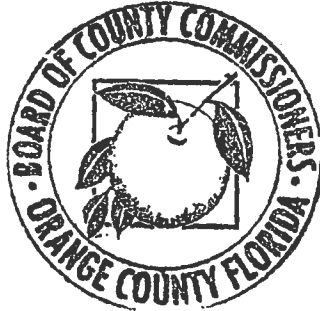
Section 13. Termination. In the event either (i) Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Subsection 2(b), or (ii) Owner has timely paid the PS Payment to County and the Project has been constructed on the Property pursuant to a County building permit, this Agreement shall automatically terminate and thereafter be null and void for all purposes.

Section 14. Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

Proportionate Share Agreement, "Airport South PD Parcel 3 AKA Lake Nona Logistics Center"
Crockett Development Property, LLC for Boggy Creek Road and Wetherbee Road. 2022

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by
their respective duly authorized representatives on the dates set forth below.



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: August 9, 2022

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Print Name: **Katie Smith**

WITNESSES:

Print Name: Diana Garcia

Print Name: Diana Garcia

Print Name: Julie Salvo

Print Name: Julie Salvo

“OWNER”

CROCKETT DEVELOPMENT
PROPERTY, LLC, a Florida limited liability
company

By: _____

By: _____

Print Name: Thomas Craig Collin

Title: Vice President

Date: 06.21.22

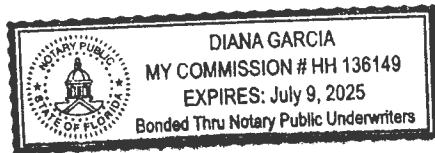
STATE OF: Florida
COUNTY OF: Orange

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of June, 2022, by Thomas Craig Collin, as Vice President of CROCKETT DEVELOPMENT PROPERTY, LLC, a Florida limited liability company, on behalf of such company, who ☒ is personally known to me or ☐ has produced as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of June, 2022.

(Notary Stamp)



Signature of Notary Public: Diana Garcia
Print Name: Diana Garcia
Notary Public, State of: Florida
Commission Expires: 07.09.2025

Signature of Notary Public

Print Name: Diana Garcia

Notary Public, State of: Florida
Commission Expires: 07.09.2025

Exhibit "A"

"AIRPORT SOUTH PD PARCEL 3 AKA LAKE NONA LOGISTICS CENTER"

Project Location Map

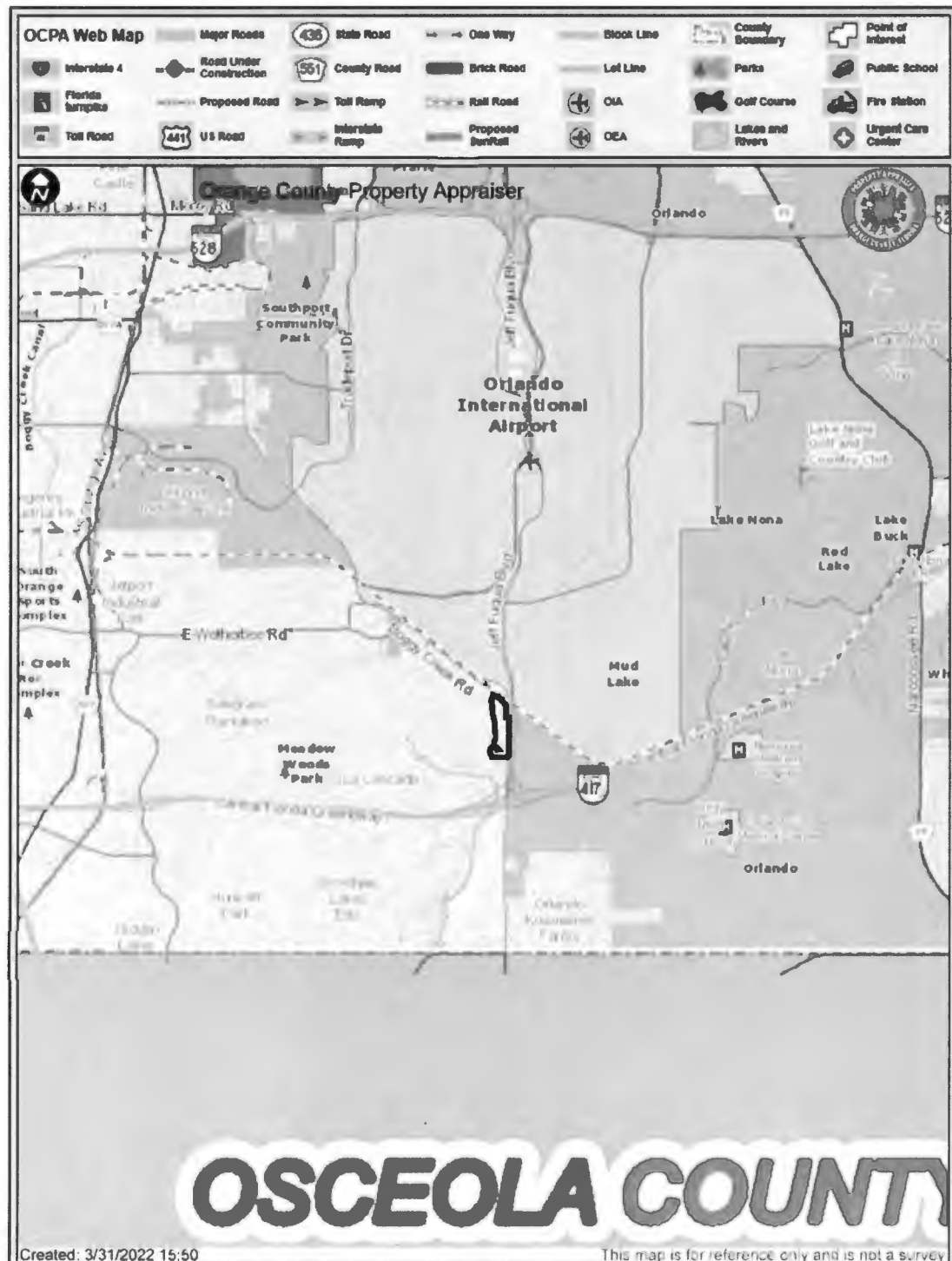


Exhibit "B"

"AIRPORT SOUTH PD PARCEL 3 AKA LAKE NONA LOGISTICS CENTER"

Parcel ID: 21-24-30-3127-00-030

Legal Description:

A TRACT OF LAND LYING IN SECTION 16, 21 AND 28 TOWNSHIP 24 SOUTH, RANGE 30 EAST, BEING A PORTION OF LOT 3, GINN-AIRPORT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 44 THROUGH 49, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 21, SAID POINT OF BEGINNING LYING ON THE WEST LINE OF SAID LOT 3; THENCE RUN NORTH 00°12'12" EAST, ALONG THE WEST LINE OF SAID SECTION 16 AND LOT 3, A DISTANCE OF 388.29 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 3 AND TO THE WESTERLY DEDICATED RIGHT-OF-WAY LINE OF BOGGY CREEK ROAD, ACCORDING TO SAID PLAT OF GINN-AIRPORT; THENCE RUN, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, BEING THE NORTHERLY AND EASTERLY LINE OF SAID LOT 3 THE FOLLOWING COURSES: SOUTH 55°44'07" EAST, 803.74 FEET; SOUTH 55°43'38" EAST, 361.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 2794.93 FEET, A CENTRAL ANGLE OF 06°17'00", AN ARC LENGTH OF 306.51 FEET, A CHORD LENGTH OF 306.35 FEET AND A CHORD BEARING OF SOUTH 52°35'08" EAST TO THE POINT OF TANGENCY; THENCE SOUTH 49°26'38" EAST, 89.62 FEET TO THE NORTHERLY LINE OF THAT CERTAIN SPECIAL WARRANTY DEED, ACCORDING TO DEED BOOK 203, PAGE 342 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 40°33'08" WEST, ALONG SAID NORTHERLY LINE, 89.95 FEET; THENCE RUN SOUTH 49°26'52" EAST, ALONG THE WESTERLY LINE OF SAID SPECIAL WARRANTY DEED, 663.19 FEET; THENCE RUN NORTH 42°53'08" EAST, 94.84 FEET TO A POINT ON THE AFORESAID WESTERLY DEDICATED RIGHT-OF-WAY LINE OF BOGGY CREEK ROAD; THENCE RUN ALONG SAID WESTERLY DEDICATED RIGHT-OF-WAY LINE AND SAID NORTHERLY AND EASTERLY LINE OF SAID LOT 3 THE FOLLOWING COURSES: SOUTH 51°46'38" EAST, 1099.79 FEET; SOUTH 51°46'40" EAST, 3109.04 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 1095.86 FEET, A CENTRAL ANGLE OF 39°15'08", AN ARC LENGTH OF 750.75 FEET, A CHORD LENGTH OF 736.16 FEET AND A CHORD BEARING OF SOUTH 21°11'18" EAST TO THE POINT OF TANGENCY; SOUTH 01°33'44" EAST, 101.86 FEET; NORTH 88°26'16" EAST, 20.00 FEET; SOUTH 01°33'44" EAST, 893.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5741.86 FEET, A CENTRAL ANGLE OF 01°38'08", AN ARC LENGTH OF 163.91 FEET, A CHORD LENGTH OF 163.90 FEET AND A CHORD BEARING OF SOUTH 00°44'40" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°27'56" EAST, 5.00 FEET; SOUTH 00°33'50" WEST, 119.94 FEET; SOUTH 89°27'40" WEST, 5.00 FEET; SOUTH 01°13'24" WEST, 832.80 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF J LAWSON BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGES 64 THROUGH 68 OF SAID PUBLIC RECORDS WITH SAID EASTERLY LINE OF LOT 3; THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: THENCE RUN SOUTH 45°00'00" WEST, 47.55 FEET; THENCE RUN SOUTH 89°22'00" WEST, 166.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 27°50'54", AN ARC LENGTH OF 160.40 FEET, A CHORD LENGTH OF 158.82 FEET AND A CHORD BEARING OF SOUTH 75°26'33" WEST TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE RUN NORTH 88°46'36" WEST, ALONG SAID SOUTH LINE OF SAID LOT

3, A DISTANCE OF 356.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE RUN ALONG THE WESTERLY LINE OF SAID LOT 3 THE FOLLOWING COURSES: NORTH 29°25'54" WEST, 22.54 FEET; NORTH 22°39'24" WEST, 44.41 FEET; NORTH 29°09'50" WEST, 1062.44 FEET; NORTH 44°29'42" WEST, 3363.68 FEET; NORTH 45°30'18" EAST, 95.86 FEET; NORTH 01°50'48" WEST, 254.82 FEET; NORTH 03°28'53" EAST, 155.50 FEET; NORTH 12°05'11" EAST, 253.67 FEET; NORTH 17°55'26" EAST, 349.02 FEET; NORTH 49°03'01" WEST, 2270.50 FEET; SOUTH 44°15'45" WEST, 54.84 FEET; SOUTH 65°20'18" WEST, 49.85 FEET; SOUTH 71°44'48" WEST, 66.17 FEET; NORTH 88°54'38" WEST, 130.12 FEET TO THE WEST LINE OF SAID SECTION 21; THENCE RUN NORTH 01°30'17" WEST, ALONG SAID WEST SECTION LINE, 556.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA.

Exhibit "C"

"AIRPORT SOUTH PD PARCEL 3 AKA LAKE NONA LOGISTICS CENTER"

DEFICIENT SEGMENT 1

Log of Project Contributions

Boggy Creek Road (Tradeport Road Segment to Wetherbee Road)

Roadway Improvement Project Information										
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Boggy Creek Rd	Tradeport Dr	Wetherbee Rd	1.32	E	880	Widen from 2 to 4 lanes	2000	1120	\$19,498,706	\$17,408

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Boggy Creek Rd	Tradeport Dr	Wetherbee Rd	1.32	E	880	410	2000	1120	\$7,137,187

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Boggy Creek Rd	Tradeport Dr	Wetherbee Rd	1.32	E	880	2000	1120	410	710	\$12,359,519	\$17,408

Updated: 3/28/22

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Jun-18	Existing plus Committed	302	\$4,220,450
	Apr-18	Wetherbee Rd Project	31	\$433,225
	Jun-18	Long Property (Wetherbee Rd)	8	\$111,800
	Oct-18	Woodland Park PD	6	\$86,076
	Oct-18	Wetherbee Acres	50	\$717,300
	Dec-19	OAP Prologis	6	\$95,616
	Jun-20	7-11 Meadow Woods	7	\$111,552
		Backlogged Totals:	410	\$5,776,019
Proposed	Mar-22	Airport South PD Parcel 3 aka Lake Nona Logistics Center	3	\$52,224
				\$0
				\$0
				\$0
				\$0
		Totals:	413	\$5,828,243

Exhibit "C"

"AIRPORT SOUTH PD PARCEL 3 AKA LAKE NONA LOGISTICS CENTER"

DEFICIENT SEGMENT 2

Log of Project Contributions
Wetherbee Road (Landstar Boulevard to Boggy Creek Road)

Roadway Improvement Project Information										
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Wetherbee Rd	Landstar Blvd	Boggy Creek Rd	2.46	E	2000	Widen from 4 to 6 lanes	3020	1020	\$54,502,156	\$53,434

County Share of Improvement									
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Wetherbee Rd	Landstar Blvd	Boggy Creek Rd	2.46	E	2000	950	3020	1020	\$50,761,812

Developer Share of Improvement											
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Wetherbee Rd	Landstar Blvd	Boggy Creek Rd	2.46	E	2000	3020	1020	950	70	\$3,740,344	\$53,434

Updated: 3/28/22

Log of Project Contributions				
	Date	Project	Project Trips	Prop Share
Existing	Nov-20	Existing plus Committed	950	\$50,762,300
		Backlogged Totals:	950	\$50,762,300
Proposed	Mar-22	Airport South PD Parcel 3 aka Lake Nona Logistics Center	2	\$106,868
				\$0
				\$0
				\$0
				\$0
		Totals:	952	\$50,869,168